

## Term Contract No. 924A

|   |  |  |
|---|--|--|
| STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION |  |  |
| DIVISION OF PURCHASE AND CONTRACT                     |  |  |
| 116 West Jones Street, Raleigh, NC 27603-8002         |  |  |
| <b>Term Contract</b>                                  | <b>924A</b>  | <b>Teaching Equipment, Electricity/Electronics Courses</b> |
| <b>Effective Dates</b>                                | October 1, 2008 - September 30, 2012                                     |  |
| <b>Bid Number</b>                                     | 801265   |  |
| <b>Administrator</b>                                  | Bernell Bright   |  |
| <b>Phone</b>  | (919) 807-4536   |  |
| <b>Fax</b>  | (919) 807-4510   |  |
| <b>E-Mail</b>   | <a href="mailto:bernell.bright@doa.nc.gov">bernell.bright@doa.nc.gov</a> |  |
| <b>Last Updated</b>                                   | 03/19/2012   |  |

### 1. General Information

Several brands of teaching equipment and courses are listed on this contract. Purchasers should compare prices whenever possible and make selections representing the lowest cost. If you do not see a product line that you normally purchase from this contract, please inform the contract administrator so that this line can be added to the next Invitation For Bids.

Recycling/Sustainability: According to NC General Statute 143-58.2, "IT IS THE POLICY OF THIS STATE TO ENCOURAGE AND PROMOTE THE PURCHASE OF PRODUCTS WITH RECYCLED AND RECYCLABLE CONTENT". Listed below are the sustainability practices of the awarded contractors.

|           |   |
|-----------|---|
| Packaging | 1) Use recyclable packaging; i.e. combination of wood, plastic wrap, cardboard, or bubble packing envelope<br>2) Cardboard has recycled content.<br>3) Cardboard is recyclable.   |
| Equipment | 1) Environmentally friendly chemicals and materials in the manufacturing of its products.   |
| Other     | 1) Recycle office paper and cardboard.<br>2) Use electronic copies of documents instead of hard copies.<br>3) All metal enclosures and packaging can be fully recycled.<br>4) New manufacturing facility exceeds federal and state guidelines for sustainability. |

### 2. Scope of Contract

The scope of this contract is limited to Electricity/Electronics Teaching Equipment and Courses primarily intended for use under occupational education curriculums offered by various community colleges, and other state agencies of learning. The contract scope also includes training programs for microprocessors, minicomputers, robotics/industrial electronics, technology education, and computer training.

### 3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

### 4. Abnormal Quantities

Any agency requirement that exceeds \$100,000 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor(s)
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
3. A separate Invitation for Bids may be issued for the requirement

## 5. Minimum Orders

This contract will be for a minimum order of \$100 for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, and the contractor elects to accept such order, then transportation charges will be prepaid and added to the invoice.

## 6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers.

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

## 7. Delivery

The contractor(s) will complete delivery within the number of consecutive calendar days shown in the section of this contract listed as "Item Pricing and Delivery Information". In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

## 8. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is \$100.00 or more, when shipped to a single destination. Orders to a single destination that total less than this "order value" should be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contract.

NOTE: If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges added.

Note! All shipments should be inspected for damage immediately upon receipt.

## 9. Item Pricing Information

THE E-PROCUREMENT PUBLIC VIEW WILL BE THE ONLY PLACE (FOR NON E-PROCUREMENT USERS) TO VIEW THE ITEM/PRICING INFORMATION. THE PUBLIC VIEW LINK & SEARCH TIPS ARE HERE FOR YOUR CONVENIENCE.

PLEASE CHECK OUT THE PUBLIC VIEW & LET ME KNOW (919-807-4536 OR [bernell.bright@doa.nc.gov](mailto:bernell.bright@doa.nc.gov)) IF YOU HAVE ANY PROBLEMS LOCATING THESE CONTRACT ITEMS.

<http://contracts.ncgov.com/Buyer/Main/aw?awh=r>

REVIEW THE SEARCH TIPS, THEN CLICK THE PUBLIC VIEW LINK BELOW TO GO TO THE SEARCH BOX.

| SEARCH TIPS<br>(TYPE ONLY 1 OF THE TIPS IN THE SEARCH BOX) | SEARCH RESULTS  |
|--|---|
| 924A   | ALL ITEMS ON THIS CONTRACT  |
| <i>Electricity/Electronic Teaching Equipment</i>           | ALL ITEMS ON THIS CONTRACT  |
| 924A Feedback, Inc.  | TOP ITEMS OFFERED BY FEEDBACK, INC. ON THIS CONTRACT                  |
| 924A Carolina Training Associates                          | TOP ITEMS OFFERED BY CAROLINA TRAINING ASSOCIATES ON THIS CONTRACT    |
| 924A Hampden Engineering Corporation                       | TOP ITEMS OFFERED BY HAMPDEN ENGINEERING CORPORATION ON THIS CONTRACT |
| 924A Training Consultants, Inc.                            | TOP ITEMS OFFERED BY TRAINING CONSULTANTS, INC. ON THIS CONTRACT      |
| 924A TII Technical Education System                        | TOP ITEMS OFFERED BY TII TECHNICAL EDUCATION SYSTEM ON THIS CONTRACT  |
| 924A Southern Educational System Inc.                      | TOP ITEMS OFFERED BY TII TECHNICAL EDUCATION SYSTEM ON THIS CONTRACT  |
| 924A Electronix Express                                    | TOP ITEMS OFFERED BY TII TECHNICAL EDUCATION SYSTEM ON THIS CONTRACT  |

PUBLIC VIEW LINK

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|    | <b>Mfrs. Line</b>   | <b>Contractor</b>   | <b>Price List<br/>Date &amp; No.</b> | <b>Discount<br/>Percent</b> | <b>Delivery<br/>(Days)</b>   |
|----|---|---|--------------------------------------|-----------------------------|------------------------------|
| 1  | Feedback  | Feedback, Inc.<br>Instructor Training:<br>Installation: individually negotiated                                 | 06/01/2008                           | 3%                          | 45 days                      |
| 2  | Hampden Engineering   | Hampden Engineering Corp.<br>Instructor Training: consult factory<br>Installation: consult factory              | 07/29/08                             | 5%                          | 90 days                      |
| 3  | Motor Controls International                                  | Training Consultant Inc.<br>Instructor Training<br>Installation: \$1,275.00/day                                 | 07/01/2008                           | 7%                          | 30 days                      |
| 4  |   |   |                                      |                             |                              |
| 5  | Heath Kit   | Carolina Training Associates, Inc.<br>Instructor Training \$500.00 per<br>day<br>Installation, \$500.00 per day | 2008                                 | 7%                          | 30-60 days                   |
| 6  | Microbot-Questeck   | Carolina Training Associates, Inc.<br>Instructor Training \$500.00 per<br>day<br>Installation, \$500.00 per day | 07/25/2008                           | 7%                          | 30-60 days                   |
| 7  | TI Robotics   | TII Technical education systems<br>Instructor Training \$600.00 per<br>day<br>Installation, \$600.00 per day    | 01/01/08                             | 3%                          | 30 days<br>except for<br>cim |
| 8  | AES   | Southern Educational Systems ,inc<br>Instructor Training<br>Installation, if required: Included                 | 6/15/2007                            | 7%                          | 60-90 days                   |
| 9  | SMC   | Southern Educational Systems ,inc<br>Instructor Training<br>Installation, if required: Included                 | 01/2008                              | 7%                          | 60-90 days                   |
| 10 | Lab Volt  | Southern Educational Systems ,inc<br>Instructor Training<br>Installation, if required: Included                 | 06/01/2008                           | 7%                          | 60-90 days                   |
| 11 | TQ  | Southern Educational Systems ,inc<br>Instructor Training<br>Installation, if required: Included                 | 12/2007                              | 7%                          | 60-90 days                   |
| 12 | Macraft   | Southern Educational Systems ,inc<br>Instructor Training<br>Installation, if required: Included                 | 07/08/2008                           | 7%                          | 60-90 days                   |
| 13 | Future TEK  | Southern Educational Systems ,inc<br>Instructor Training<br>Installation, if required: Included                 | 03/2008                              | 10%                         | 60-90 days                   |
| 14 | <b>FANUC Robots</b><br><br><b>"NO LONGER ON<br/>CONTRACT"</b> | Southern Educational Systems ,inc<br>Instructor Training<br>Installation, if required: Included                 | 06/01/2008                           | 7%                          | 60-90 days                   |
| 15 | B&K Precision   | Electronix Express<br>Instructor Training<br>Installation, If required  | 09/08                                | 15%                         | Stock to<br>6wks             |
| 16 | Elenco  | Electronix Express<br>Instructor Training<br>Installation, If required  | 08/08                                | 20%                         | Stock to<br>6wks             |
| 17 | Extec   | Electronix Express<br>Instructor Training<br>Installation, If required  | 08/08                                | 10%                         | Stock to<br>4wks             |
| 18 | Fluke   | Electronix Express  | 09/08                                | 5%                          | Stock to                     |

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|    |          |  |       |     |                    |
|----|----------|--|-------|-----|--------------------|
|    |          | Instructor Training<br>Installation, If required                       |       |     | 4wks               |
| 19 | Global   | Electronix Express<br>Instructor Training<br>Installation, If required | 09/08 | 10% | Stock to 12<br>wks |
| 20 | OWI      | Electronix Express<br>Instructor Training<br>Installation, If required | 09/08 | 10% | Stock to<br>6wks   |
| 21 | Simpson  | Electronix Express<br>Instructor Training<br>Installation, If required | 08/08 | 5%  | Stock to<br>6wks   |
| 22 | Triplett | Electronix Express<br>Instructor Training<br>Installation, If required | 08/08 | 10% | Stock to<br>6wks   |
| 23 | Wavetek  | Electronix Express<br>Instructor Training<br>Installation, If required | 08/08 | 10% | Stock to<br>6wks   |

## 10. Price Lists and Catalogs

The successful contractor must furnish descriptive literature to any agency within seven (7) consecutive days after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

## 11. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

| <b>Contractor Name</b>             | <b>Address / Federal ID</b>        | <b>City, State, Zip</b>   | <b>Contact, Phone, Fax</b>  |
|------------------------------------|------------------------------------|---------------------------|---|
| Training Consultants, Inc.         | 1820 Country Club Road             | Grenda, MS 38901          | Ryan Williams<br><a href="mailto:ryantci@aol.com">ryantci@aol.com</a>   |
|                                    |                                    |                           | 800 560-1744  |
|                                    |                                    |                           | 662 226- 6637   |
|                                    |                                    |                           | 662 226-6637 Fax  |
|                                    |                                    |                           | <a href="mailto:ryantci@aol.com">ryantci@aol.com</a>  |
| Feedback, Inc.                     | 437 Dimmocks Mill Road<br>Ste., 27 | Hillsborough, NC 27278    | Edna Stephens<br>800-526-8783<br>919-644-6466<br>919-644-6470 Fax<br><a href="mailto:info@feedbackinc.com">info@feedbackinc.com</a>                   |
|                                    |                                    |                           |   |
| Hampden Engineering Corporation    | 99 Shaker Road                     | East Longmeadow, MA 01028 | Mike Flynn - VP<br>Ed Hatch - Contact<br>800-253-2133<br>413-525-3981<br>413-525-4741 Fax<br><a href="mailto:sales@hampden.com">sales@hampden.com</a> |
|                                    |                                    |                           |   |
| Carolina Training Associates, Inc. | 3623 Latrobe Dr. Suite 120         | Charlotte, NC 28211       | Marshall Millican<br>Jenell Fischer   |

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|                                   |                         |                       |  |
|-----------------------------------|-------------------------|-----------------------|--|
|                                   |                         |                       | 800 962-8815   |
|                                   |                         |                       | 704 366-6309   |
|                                   |                         |                       | 704 366-6124 - Fax   |
|                                   |                         |                       | <a href="mailto:cta@carolinatraining.com">cta@carolinatraining.com</a> |
|                                   |                         |                       |  |
| TII Technical Education Systems   | 404 N. Washington Blvd. | Mundelein, IL 60060   | Marvin G. Ness   |
|                                   |                         |                       | 800 451-2169   |
|                                   |                         |                       | 847 566-7400   |
|                                   |                         |                       | 847 566-7474 - Fax   |
|                                   |                         |                       | <a href="mailto:mness@tii-tech.com">mness@tii-tech.com</a>             |
|                                   |                         |                       |  |
| Southern Educational Systems Inc. | PO Box 170339           | Spartanburg, SC 29301 | Tom Davis<br>© 864 237-3738  |
|                                   |                         |                       | 800 772-7379   |
|                                   |                         |                       | 864 536-8921   |
|                                   |                         |                       | FAX: 864 596-8924  |
|                                   |                         |                       | <a href="mailto:bjeffcoat@seslabs.com">bjeffcoat@seslabs.com</a>       |
|                                   |                         |                       | <a href="mailto:tdavis@seslabs.com">tdavis@seslabs.com</a>             |
|                                   |                         |                       |  |
| Electronix Express                | 365 Blair Road          | Avenel, NJ 07001      | Gloria Cicconne  |
|                                   |                         |                       | 732 381-8020   |
|                                   |                         |                       | Fax: 732 381-1006  |
|                                   |                         |                       | <a href="mailto:sales@elexp.com">sales@elexp.com</a>                   |
|                                   |                         |                       |  |

## 12. Warranty

The contractor guarantees items offered to be free from any and all defects in material, packaging, and workmanship and agrees to replace defective items promptly at no charge to the State, for a period of 12 months from date of delivery to the using agency.

## 13. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

## 14. Contract Addenda

| Addendum | Issue Date | Effective Date | Description   |
|----------|------------|----------------|---|
| 1        | 11/03/2009 | 11/03/2009     | Carolina Training no longer a reseller for Amatrol products.  |
| 2.       | 10/19/11   | 10/19/11       | Line item # 14, Faunc Robots, by Southern Educational System – No longer on contract You may contact the manufacturer direct. |
| 3        | 12/14/2011 | 12/14/2011     | Contract has been extended thru March 31, 2012  |
| 4.       | 03/19/2012 |                | Contract has been extended thru June 30, 2012   |
| 5.       | 06/21/2012 |                | Extended thru 09/30/2012  |
|          |            |                |   |

